

CALIFORNIA EQUESTRIAN ASSOCIATION

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND BINDING ARBITRATION AGREEMENT

Participant's Name: _____ Date of Birth: _____

If Participant is a Minor, Parent/Guardian Name: _____

Event Name: _____ Date(s): _____

Venue/Facility: _____ (the "Venue")

I, the undersigned Participant (or Parent/Legal Guardian if Participant is under 18), in consideration of being permitted to participate in, observe, volunteer at, compete in, spectate, or otherwise attend the equine competition organized, sanctioned, sponsored, or hosted by the California Equestrian Association ("CEA") at the Venue (the "Event"), agree as follows:

Acknowledgment of Inherent Risks

I understand and acknowledge that equine activities are inherently dangerous and involve risks that cannot be eliminated even with reasonable care. These include, but are not limited to: the propensity of equines to behave unpredictably (e.g., bucking, rearing, bolting, kicking, biting); reactions to sounds, movements, objects, persons, animals, or conditions; surface/subsurface hazards (e.g., uneven, slippery, or obstructed footing); negligence, errors, or inexperience of participants, instructors, officials, or others (including myself); and other risks inherent to equine activities, which may cause serious injury, permanent disability, death, or property damage to me, my minor child/ward, my horse(s), my property, or others.

Release, Waiver, Assumption of Risk, and Indemnity

In consideration of permission to participate in or attend the Event, I, on behalf of myself, my heirs, executors, administrators, successors, assigns, and any minor child/ward I represent, hereby:

1. RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE CEA, its officers, directors, members, employees, agents, volunteers, representatives, affiliates, successors, assigns, event organizers, officials, judges, stewards, sponsors, and insurers (collectively, the "CEA Released Parties"), and the owner(s), operator(s), lessee(s), lessor(s), manager(s), employees, agents, volunteers, and representatives of the Venue (collectively, the "Venue Released Parties") (together, the "Released Parties") from any and all liability, claims, demands, actions, causes of action, damages, costs, expenses, attorney fees, or judgments arising out of or related to any loss, damage, injury, or death sustained by me, my minor child/ward, my horse(s), or my property during the Event, INCLUDING THOSE CAUSED BY THE NEGLIGENCE (but not gross negligence, reckless conduct, or willful misconduct) of any Released Party.

Signature required on back of page 1

2. ASSUME FULL RESPONSIBILITY for all such risks and AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any claims, liabilities, damages, losses, or expenses (including reasonable attorney fees) brought by or on behalf of myself, my minor child/ward, my heirs, assigns, or any third party arising from or related to my participation in or attendance at the Event, including claims alleging negligence by any Released Party.

PLEASE READ THIS SECTION CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS

Binding Arbitration Agreement

Any disputes, claims, or controversies arising out of or relating to this Agreement, my participation in or attendance at the Event, any injury, damage, or loss allegedly suffered by me (or my minor child/ward), my horse(s), or my property in connection with the Event, or the interpretation, applicability, enforceability, or formation of this Agreement (including claims of unconscionability) shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (or Commercial Arbitration Rules if the claim exceeds \$75,000 and AAA determines they apply). Judgment on the award may be entered in any court having jurisdiction.

I understand and agree that:

- I waive my right to a jury trial and to pursue claims in court
- No class, collective, representative, or private attorney general actions may be brought; all claims must be individual. I waive any right to participate as a class/representative member.
- Each party bears its own attorneys' fees and costs, except as provided by law or awarded for frivolous claims.
- This arbitration provision is severable; if any part is invalid, the remainder (including the obligation to arbitrate) survives.

This Agreement is governed by California law (except FAA preemption issues). If any non-arbitration provision is invalid, the remainder remains effective.

I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS TERMS.

Participant Signature (or Parent/Guardian if Minor):

_____ Date: _____

Printed Name: _____

If Signed by Parent/Guardian: I am the parent/legal guardian of the minor Participant and have full authority to execute this Agreement on their behalf.

Emergency Contact Name & Phone: _____